

1 **LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS**
2 **ZIIBIMIJWANG, INC. CORPORATE CHARTER**
3
4

5 This Corporation is hereby organized, incorporated and granted its corporate powers,
6 privileges and immunities under the laws of the Little Traverse Bay Bands of Odawa Indians as a
7 Tribally chartered corporation for the purposes set forth in Article III of this charter. The Little
8 Traverse Bay Bands of Odawa Tribal Council grants this corporate charter pursuant to its
9 inherent sovereign authority and pursuant to Part Two of Comprehensive Business Codes of the
10 Little Traverse Bay Bands of Odawa Indians, WOTC 12.114, *et seq.* This Charter creates a
11 Tribal Corporation as defined at WOTC 12.116(B) as a corporation wholly owned by the Little
12 Traverse Bay Bands of Odawa Indians for the benefit of the Tribe and its members, and its
13 ownership is inalienable.
14

15 **ARTICLE I: NAME**
16

17 The name of this Tribal Corporation is Ziibimijwang, Inc. The Corporation shall have its
18 principal place of business at the 7500 Odawa Circle, Harbor Springs, Michigan 49740 or at such
19 other location within the Tribe's territories that the Board of Directors of the Corporation shall
20 determine.
21

22 **ARTICLE II: OWNERSHIP**
23

24 The Corporation shall be 100% owned and controlled by the Little Traverse Bay Bands
25 of Odawa Indians, (Tribe).
26

27 **ARTICLE III: PURPOSE**
28

29 The purpose of the corporation is to manage the Ziibimijwang, Inc., as provided by WOS
30 2014-0XX, as a self-sustaining non-profit entity and shall provide for the health and welfare of
31 the Tribal Community through the use of sustainable farming with emphasis toward organic
32 foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural
33 activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing.
34

1
2 **ARTICLE IV: DEFINITIONS**
3

4 For purposes of this Charter the following terms shall have the meanings respectively
5 specified:
6

7 **a.** “*Board of Directors*” shall mean the Board of Directors of the Corporation
8 created by this Charter.
9

10 **b.** “*Corporation*” shall mean the “Ziibimijwang, Inc., created by this Charter.
11

12 **d.** “*Felony*” shall mean only those offenses set forth under Tribal Statute or the
13 United States Indian Major Crimes Act (18 U.S.C. § 1153).
14

15 **e.** “*Organic*” means food, feed or fiber produced in a way that complies with at a
16 minimum the USDA National Organic Program (NOP) Standards.
17

18 **f.** “*Non-profit*” means any generated surplus revenues must be retained by the
19 corporation for self-preservation, expansion, plans or services, and not submitted to the
20 Tribe except for repayment of funds.
21

22 **g.** “*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians*”
23 means “*areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the*
24 *boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I,*
25 *paragraphs ‘third and fourth’ of the Treaty of 1855, 11 Stat.621.*” Little Traverse Bay
26 Bands Constitution, Article V(A)(1)(a).
27

28 **h.** “*Tribe*” or “*LTBB*” means the Little Traverse Bay Bands of Odawa Indians.
29

30 **i.** “*Tribal Constitution*” means the Little Traverse Bay Bands of Odawa Indians
31 Constitution as adopted by its membership on February 1, 2005.
32

33 **j.** “*Tribe Council*” means the elected body of nine Tribal members of Little
34 Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution
35 Article VII. “Tribal Council”.

1
2 **ARTICLE V: RELATION TO TRIBE**
3

4 The Corporation shall constitute a governmental instrumentality of the Tribe, having
5 autonomous existence separate and distinct from the Tribe.
6

7 **a.** For purposes of civil jurisdiction, regulatory jurisdiction and taxation, the
8 Corporation shall be deemed a subordinate arm of the Tribe and shall be entitled
9 to all of the privileges and immunities of the Tribe.
10

11 **b.** The Corporation shall have no power to exercise any regulatory or legislative
12 power; the Tribe reserves from the Corporation all regulatory, legislative and other
13 governmental power.
14

15 **ARTICLE VI: ASSETS**
16

17 The Corporation shall have only those assets of the Tribe formally assigned or leased to
18 it by the Tribal Council, together with whatever assets it acquires by other means as provided in
19 this Charter. No activity of the Corporation, or any indebtedness incurred by it shall encumber,
20 implicate or in any way involve assets of the Tribe or another Tribal Entity not assigned or
21 leased in writing to the Corporation.
22

23 The Corporation shall be assigned the assets that exist and are currently within the land
24 parcel located at 5055 Gill Rd, Carp Lake, Michigan.
25

26 **ARTICLE VII: BOARD OF DIRECTORS**
27

28 The management of the affairs of the corporation shall be vested in a Board of Directors, except
29 as otherwise provided in this Charter or in the bylaws of the corporation.
30

31 **ARTICLE VIII: BOARD OF DIRECTORS**
32

33 **a.** The management of the affairs of the corporation shall be vested in a Board of
34 Directors, except as otherwise provided in this Charter or in the bylaws of the

1 corporation. The Board shall consist of five (5) to seven (7) persons, of which
2 three (3) shall be LTBB Tribal Citizens, and who meet the eligibility requirements
3 set out in subsection c) of this section and shall be approved by Tribal Council
4 for a set term, with the intent to have staggered terms:
5

| | (Name) | (Term) |
|----|--------|--------------------------|
| 6 | | |
| 7 | | |
| 8 | 1. XX | X year ending (XX/XX/XX) |
| 9 | | |
| 10 | 2. XX | X year ending (XX/XX/XX) |
| 11 | | |
| 12 | 3. XX | X year ending (XX/XX/XX) |
| 13 | | |

14 **b.** Compensation

- 15
- 16 1. The board members may be compensated a reasonable amount as
17 approved by Tribal Council, provided availability of funds.
18
- 19 2. Board members shall adhere to the approved travel policies for
20 reimbursement of travel expenses.
21

22 **c.** To serve on the Board a person must meet all of the following criteria:

- 23
- 24 1. A person must be at least eighteen years of age;
25
- 26 2. No person can serve on the Board within seven (7) years of completion of
27 a sentence or probation upon being convicted of a felony in tribal, state or federal
28 court, unless such conviction has been vacated or overturned.
29
- 30 3. To be considered, a person should meet at least two of the following
31 criteria:
32
- 33 i. High School Diploma or General Educational Development,
34 (G.E.D.)

1
2 ii. Two years of secondary education in agriculture, natural resources,
3 or other related field
4

5 iii. At least five (5) years of experience in one of the following:
6 farming or gardening, providing for exercising treaty rights of hunting,
7 fishing and gathering, agricultural activities, caring for livestock, and other
8 activities that promote nutrition, fitness and wellbeing
9

10 iv. Associate or Bachelor's degree in business, grantsmanship,
11 accounting, marketing or other expertise that promotes the scope of
12 activities
13

- 14 **d.** If a vacancy in the board occurs, Tribal Council shall fill such position by a
15 majority vote of council. Such vacancy shall be for either the remainder of the
16 vacant term, or for new term. Such motion shall not be considered an amendment to
17 this charter and attached as an addendum to this charter.
18

19 **ARTICLE IX: CORPORATE POWERS**

20
21 The Corporation shall have the power to:
22

23 **a.** To purchase, receive, solicit, take by gift, devise, or bequest, or otherwise acquire,
24 own, hold, improve, use, and otherwise deal in personal property of every description, or
25 any interest therein, wherever situated.
26

27 **b.** To lease real property and improvements from the Little Traverse Bay Bands of
28 Odawa Indians.
29

30 **c.** To make contracts or agreements, incur liabilities and borrow money from any
31 source, upon such terms and rates and interests as the Board of Directors may determine;
32 to issue notes, bonds and other obligations and secure any of its obligations by
33 specifically mortgaging, pledging or assigning its corporate property or income as

1 collateral for its corporate debts or liabilities, as approved by Tribal Council.

2
3 **d.** To lend or invest money for its corporate purposes.

4
5 **e.** To conduct its affairs, carry on its operations, and exercise the powers granted
6 under this Corporate Charter in any state, territory, district, or possession of the United
7 States or in any foreign country.

8
9 **f.** To elect or appoint officers and agents of the corporation and define their duties
10 and fix their compensation

11
12 **g.** To sue and be sued but only in accordance with Article X of this Charter.

13
14 **h.** To have and exercise all powers incidental, necessary or convenient to the
15 conduct of corporate business, not inconsistent with applicable law, and to engage in any
16 and all activities which will directly or indirectly carry out the purposes as set forth in
17 Article III.

18
19 **ARTICLE X: SOVEREIGN IMMUNITY**

20
21 **a.** The Corporation is a distinct legal entity from the Little Traverse Bay Bands of
22 Odawa Indians with its own assets. While the Tribe is the sole owner, the Corporation's
23 corporate activities, transactions, obligations, liabilities and property are not those of the
24 Tribe. Nothing in this charter waives or permits the corporation to waive the Tribe's
25 sovereign immunity from suit.

26
27 **b.** The Corporation may effectuate limited waivers of its sovereign immunity for
28 conducting day-to-day business if the waivers are made in accordance with either of the
29 following methods:

30
31 **1.** Tribal Council may expressly authorize a limited waiver of sovereign
32 immunity on a case-by-case basis through a specific resolution.
33

1 **2.** The Corporation may waive its sovereign immunity pursuant to
2 transactions or agreements that the Tribal Corporation may execute in the course
3 of its ordinary business affairs.
4

5 **3.** Any waivers of sovereign immunity made pursuant to (1) or (2) above
6 shall only expose the assets owned or held by the Corporation and shall not
7 subject other Tribal assets to liability. Waivers of sovereign immunity are
8 disfavored and shall be granted only when necessary to secure a substantial
9 advantage or benefit to the Tribal Corporation. Waivers of sovereign immunity
10 shall not be general but shall be specific and limited as to duration, grantee,
11 transaction, property or funds, if any, of the Tribal Corporation subject thereto.
12 Neither the power to sue and be sued provided in this Charter, nor any express
13 waiver of sovereign immunity by resolution of the Corporation's Board of
14 Directors or the Tribal Council shall be deemed a consent to the levy of any
15 judgment, lien or attachment upon any property of the Tribal corporation other
16 than property specifically pledged or assigned, or any property of the Tribe, or a
17 consent to suit with respect to any land within the exterior boundaries of the
18 Reservation or consent to the alienation, attachment or encumbrance of any such
19 land.
20

21 **c.** Sovereign Immunity of the Tribe. All inherent sovereign rights of the Tribe as a
22 federally recognized Indian tribe with respect to the existence of the Tribal Corporation
23 are hereby expressly reserved, including sovereign immunity from suit in any state,
24 federal or tribal court. Nothing in this Charter shall be deemed or construed to be a
25 waiver of sovereign immunity from suit of the Tribe or to be a consent of the Tribe to the
26 jurisdiction of the United States or of any state with regard to the business affairs of the
27 Tribal corporation or the Tribe or any cause of action, case or controversy.
28

29 **ARTICLE XI: MANAGEMENT OF CORPORATION**

30

31 The Board of Directors is empowered and directed to adopt bylaws consistent with this
32 Charter and all applicable law to set out management of the Corporation and regulation of its
33 affairs.
34

1 **ARTICLE XII: INSULATION FROM SHIFTS IN TRIBAL POLITICS**

2
3 **a.** Board members can only be involuntarily removed during their term for one or
4 more of the following reasons:

5
6 **1.** The Board member(s) intentionally or negligently took action to harm the
7 interests of the Corporation or Tribe;

8
9 **2.** The Board member(s) is convicted on any crime that could harm the
10 credibility or function of the Corporation;

11
12 **3.** The Board member(s) is convicted of a felony;

13
14 **4.** The Board member(s) failed to act in good faith, or with the care that an
15 ordinarily prudent person in a like position would exercise under similar
16 circumstances, or in a manner he or she reasonably believes to be in the best
17 interests of the Corporation.

18
19 **5.** The Board member(s) fail to meet the financial performance measures or
20 show any substantial action toward achieving such measures.

21
22 **b.** Removal of a Board member(s) for one or more of the reasons set out in
23 subsection (a) above can only be accomplished by an affirmative vote of three-fourths
24 ($\frac{3}{4}$) or more of the Board.

25
26 **c.** Any changes to this charter by Tribal Council shall only be adopted upon the
27 affirmative vote of three-fourths ($\frac{3}{4}$) or more of those Tribal Council members eligible to
28 vote.

29
30 **d.** Member(s) of the Board of Directors appointed under Article III serve 3 year
31 terms and there shall be no limitation on the amount of terms that may be served. Any
32 changes to this charter by Tribal Council shall only be adopted upon the affirmative vote
33 of three fourths ($\frac{3}{4}$) or more of those council members eligible to vote.

34
35 **ARTICLE XIII: ATTORNEYS**

1
2 The Corporation may utilize the services of Tribal attorney(s) with prior approval by
3 Tribal Council. The Corporation with Board approval may hire the services of outside attorneys
4 as necessary, with Tribal Council approval.
5

6 **ARTICLE XIV: DURATION and DISSOLUTION**

7

8 The Corporation shall continue in perpetuity unless and until dissolved upon adoption of
9 a resolution requiring dissolution by an affirmative vote of three-fourths ($\frac{3}{4}$) or more of the
10 Tribal Council members eligible to vote. No such resolution shall take effect before the
11 expiration of 90 days from the date of adoption. Upon dissolution of this Tribal corporation, its
12 assets shall be distributed at the direction of the Tribal Council, or its designee, as follows:
13

- 14 **a.** Any property held upon an express condition requiring its return, transfer or other
15 disposition shall be distributed accordingly;
16
17 **b.** Any property or assets required to be distributed or transferred in any manner
18 according to federal law shall be distributed or transferred accordingly;
19
20 **c.** Claims of creditors of the Tribal corporation approved by the Tribal Council shall
21 be paid accordingly from the assets or funds of the corporation; and
22
23 **d.** Remaining assets shall be transferred to another Tribal corporation, to the Tribe,
24 or distributed or transferred as the Tribal Council directs.
25

26 **ARTICLE XV: REGISTERED AGENT**

27

28 The Registered Agent of the Corporation is:

29
30 Name: Executive Director

31 Address: Ziibimijwang, Inc.
32

33 Provided, the Board of Directors may change the Registered Agent by taking official
34 action and notifying Tribal Council and the Department of Commerce of the change.

1
2 **ARTICLE XVI: DISTRIBUTIONS TO TRIBAL GOVERNMENT**
3

4 The Board of Directors shall distribute annually fair and reasonable profits to the Tribal
5 government beyond the amount required to maintain adequate funds in the Corporation for debt
6 service, and maintenance and growth of business operations. The Corporation shall have no
7 power to issue any shares of stocks to declare and pay any dividends.
8

9 **ARTICLE XVII: REPORTING AND AUDIT REQUIREMENTS**
10

11 The Corporation shall provide quarterly reports to Tribal Council setting out the
12 Corporation's assets, liabilities, equity, revenue and expenses in reasonable detail, and general
13 Corporate activities.
14

15 The Corporation shall obtain an annual financial audit by an independent public
16 accountant, the results of which will be provided to Tribal council within 120 days of the end of
17 its fiscal year.
18

19 The Corporation shall keep correct and complete books and records of account and shall
20 keep minutes of its meetings. All books and records of the corporation, except for sensitive
21 proprietary information, may be inspected by any LTBB citizen at the location where the records
22 are normally kept at any reasonable time.
23

24 ***Certificate of Adoption***
25

26 As Tribal Secretary and Legislative Leader, we certify that this Charter was formally
27 adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by adoption of
28 Statute # _____ on _____.
29

30 Date: _____
31

32 Date: _____
33